

EXHIBIT A

SETTLEMENT CLASS MEMBER A

**ESQUIRE BANK**

(800) 996-0213

www.esquirebank.com

100 Jericho Quadrangle, Suite 100
Jericho, NY 11753**Post Settlement Loan Note & Security Agreement**

Loan Number

Borrower

Date

July 11, 2017

TRUTH IN LENDING DISCLOSURE

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me on my behalf.	TOTAL OF PAYMENTS The amount I will have paid after I have made all scheduled payments.
9.00%	\$6,957.90	\$77,310.00	\$84,267.90
My payment schedule will be:			(E means an estimate)
NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE	
1	\$84,267.90	July 11, 2018	
Security: I am giving a security interest in the proceeds from the Litigation matter identified on the next page under the heading "Security for Loan."			
Late Charge: If a payment is late, I will be charged 5% of the payment, but not more than \$5.00 for each payment.			
Prepayment: I will not have to pay a premium if I pay off my loan at any time prior to or at maturity.			
Additional Information: See the rest of this document for additional information about nonpayment, default, any required repayment in full before the maturity date and prepayment.			
Itemization of the Amount Financed: See below for Itemization of the Amount Financed.			

In this note, the words "I," "me," "mine" and "my" or "undersigned" mean the Borrower. The word "Bank" means ESQUIRE BANK.

REPAYING MY LOAN: To repay my loan, I promise to pay to the order of the Bank the sum of:**\$77,310.00**

Seventy Seven Thousand Three Hundred Ten Dollars

plus interest at the rate of: 9.00% per year.

Borrower

Address

City/State/Zip Code

Telephone

Interest will be charged beginning on the day of this note and continuing until the full amount of the term loan has been paid. I will pay the term loan on the earlier of (a) the day I receive the proceeds from the Litigation, or (b) the date that is twelve (12) months from the date of this Agreement. Each payment accepted by the Bank will be applied first on account on accrued interest and then on account of reduction in principal.

ASSIGNMENT OF LITIGATION PROCEEDS AND OTHER PROPERTY: As collateral security for my loan, I assign to the Bank my entire right, title and interest to all funds that I am entitled to receive under, in connection with or as a result of the Litigation (as described on the next page).

This assignment shall be a continuing one and shall be effective for any renewal of the above loan and/or deposit account, until the loan balance is entirely paid.

WITHDRAWAL BY BANK: The Bank is hereby authorized to withdraw any amounts on deposit in any account at the Bank, including accrued interest, if the undersigned defaults in any of the undersigned's debts to the Bank.

APPLICATION OF FUNDS: The Bank may apply the amounts withdrawn to any and all of my debts, including interest, collection costs and attorney's fees, if any. I understand the Bank will pay any remaining amounts to me, if my debts to the Bank are less than the amount in the Account. I will continue to be liable to the Bank if the amount in the Account is less than the amount of my debts to the Bank.

This assignment shall be a continuing one and shall be effective for any renewal of the above loan and/or deposit account, until the loan balance is paid in full.

SIGNATURES AND ACKNOWLEDGEMENT OF RECEIPT: I have received and read a copy of this document and understand and agree to its provisions including those on the following pages.

Borrower's Signature

Client Initial

Bank Initial

IMPORTANT - CONSUMER IS BOUND BY THE TERMS OF ALL PAGES



(800) 996-0213
www.esquirebank.com

100 Jericho Quadrangle, Suite 100
Jericho, NY 11753

Loan Number 1150001160
Borrower [REDACTED]
Note Date July 11, 2017

State of Washington)
County of King) ss.:

On the 20th day of July in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared [REDACTED], personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public
(Notarial Seal)

My Commission expires: 01/04/2018

NOTARY PUBLIC
STATE OF WASHINGTON
MIKI SHIMIZU
My Appointment Expires
JANUARY 04, 2018

State of Washington)
County of King) ss.:

On the 20th day of July in the year 2017 before me, the undersigned, personally appeared [REDACTED], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Attorney in Fact for [REDACTED], by virtue of a power of attorney executed the 20th day of July, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public
(Notarial Seal)

My Commission expires: 01/04/2018

NOTARY PUBLIC
STATE OF WASHINGTON
MIKI SHIMIZU
My Appointmt Expires
JANUARY 04, 2018

1150001160



ESQUIRE BANK

READ CAREFULLY – BORROWER IS BOUND BY THE TERMS OF ALL PAGES

PLACE OF PAYMENT: I will make payments to the Bank at 320 Old Country Road, Ste 101, Garden City, NY 11530, or at any of the Bank's branches, or by mail to the address shown in the billing statement.

PREPAYING MY LOAN: I have the right to prepay the entire unpaid portion of the loan at any time. If I do pay off my loan within the first 60 days I will pay the Bank interest on the unpaid portion of the loan up to the day I repay, plus a prepayment premium equal to: 0.00% of the amount prepaid.

LATE CHARGES: If I do not make any monthly payment within 10 days after it is due, I will pay a late charge of 5% (5 cents for every \$1.00) of the past due amount, but no more than \$5.00 per payment.

SECURITY FOR LOAN: To protect the Bank if I default on my loan, I pledge and hereby grant to the Bank a security interest and lien on all of my right, title and interest in and to any and all amounts to be paid, whether by settlement, judgment or otherwise, in connection with or as a result of the following lawsuit in which I am the plaintiff(s) (the "Litigation"):

Title of Action: [REDACTED] vs the National Football League Player's Concussion Litigation

NFL Registration [REDACTED]

The Bank can apply any of this property against what I owe. I will take any and all actions required to perfect the Bank's security interest in the property securing this loan. I will promptly execute and deliver all further instruments and documents, and take all further action that may be necessary or desirable or that Bank may request, including but not limited to sending notices to third parties that any payments in connection with the Litigation be directed to the Bank, in order to perfect and protect any security interest granted under this Note and Security Agreement or to enable the Bank to exercise and enforce its rights and remedies under this Note and Security Agreement with respect to any of the property securing this loan. The Bank may file any and all documents, including but not limited to a Uniform Commercial Code financing statement, to evidence and perfect its security interest and lien in the proceeds of the Litigation and my other property.

REPRESENTATIONS: I represent that:

The Litigation has been fully and unconditionally settled, and is not subject to appeal, revocation or change. The net amount due me in connection with the Litigation, after payment of all attorneys fees, disbursements, structured settlement and other charges is: \$656,000.00 (the "Net Amount").

No person or party has any right of set off or security interest or other claim of any kind against the Net Amount other than the Bank.

DEFAULT: I will be in default and the Bank can require that I immediately pay the unpaid portion of the loan plus interest without notice or demand to me if:

- I do not make any payment on time; or
- I make any false or misleading statement on the application for this loan; or
- I become insolvent or go bankrupt; or
- The Bank is served with legal papers concerning money which I owe to others as debts or taxes; or
- I die; or
- I break any agreement or promise I have made in this note or any other agreement with the Bank; or
- Anything happens which the Bank believes endangers the property given as security or anyone else makes a claim of any kind against the property; or
- Anything happens which the Bank believes reduces my ability to repay this loan.

Client
Initial

[REDACTED]

If the Bank requires full payment because of the occurrence of a default, I hereby waive presentment, demand for payment and notice of dishonor.

ENFORCEMENT OF NOTE: The Bank can delay enforcing or waive any of its rights under this note without losing them. The Bank can only waive its rights under this note in writing signed by the Bank. If the Bank fails to exercise any of its rights on one or more occasions, it may still exercise them on any other occasion. The Bank can also accept late payments or partial payments even though marked "Paid in Full" or otherwise without losing any rights under this note.

COLLECTION COSTS AND LAWSUITS: If the Bank uses an attorney to collect this loan, I agree to pay the Bank expenses of collection, reasonable attorney's fees and court costs. I also agree that I will not be entitled to a jury trial in any lawsuit between the Bank and me involving this loan, and that if the Bank sues me I will not assert in that same lawsuit any claim I may have against the Bank.

BLANK SPACES AND CORRECTIONS: The Bank can fill in any blank spaces in this note, date when the Bank makes the loan and correct errors without notifying me.

LAW THAT APPLIES: This loan was made in the State of New York and shall be governed by New York State law.

SUBMISSION TO JURISDICTION. I hereby irrevocably submit to the jurisdiction of the United States District Court in the Eastern District of Pennsylvania, or, only if there is no federal subject matter jurisdiction, in any state court in the County of Nassau in the State of New York over any action or proceeding arising out of or related to this Post Settlement Loan Note & Security Agreement, and agree with Bank that personal jurisdiction rests with such courts for purposes of any action on or related to this Post Settlement Loan Note & Security Agreement. I hereby waive personal service by manual delivery and agree that service of process may be made by prepaid certified mail directed to me at the address for notices under this Post Settlement Loan Note & Security Agreement, or at such other address as may be designated in writing by me to the Bank, and that upon mailing of such process such service will be effective as if I was personally served. I agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any manner provided by law. I further waive any objection to venue in any such action or proceeding on the basis of inconvenient forum. I agree that any action on or proceeding brought against Bank shall only be brought in such courts.

NOTICE OF FURNISHING OF NEGATIVE INFORMATION: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Client
Initial

1150001160



(800) 996-0213

www.esquirebank.com

100 Jericho Quadrangle, Suite 100

Jericho, NY 11753

ITEMIZATION OF AMOUNT FINANCED

Loan #

Borrower Name

Loan Amount	\$77,310.00
Prepaid Finance Charges	
Application fee	\$0.00
Other	\$0.00
Amount Financed	<u>\$77,310.00</u>
Amount deposited to your Esquire account	\$0.00
Amount paid to others on your behalf	
-	\$0.00
-	\$0.00
-	\$0.00
-	\$0.00
-	\$0.00
-	\$0.00
Balance of proceeds given to you directly	\$77,310.00

Client Initial

1150001160



(800) 996-0213
www.esquirebank.com

100 Jericho Quadrangle, Suite 100
Jericho, NY 11753

NOTICE OF LIEN

TO:

Craig Mitnick Law Office
35 Kings Highway East
Haddonfield, NJ 08033
(215) 769-9000

You are hereby notified that on 07/11/17 [REDACTED] whose address is: [REDACTED]
("Assignor"), in conjunction with that certain litigation settlement entered into in the matter of:

[REDACTED] vs the National Football League Player's Concussion Litigation

NFL Registration # [REDACTED]

Claimant granted to Esquire Bank a security interest in and lien on all of the claimant's right, title and interest in and lien on all of all funds Claimant is to entitled to receive under, in connection with or as a result of the above litigation matter ("Proceeds") as collateral for claimant's loan from Esquire Bank ("Lender"). Pursuant to Claimant's Post Settlement Loan Note & Security Agreement to Lender. Claimant is obligated to repay the loan in full upon receipt of Proceeds and hereby directs you to make payment of Proceeds directly to Lender. As such, you are hereby instructed that prior to any Proceeds being released to Claimant, you must issue payment to Esquire Bank by electronic transfer, certified funds or a check from your attorney trust account made payable to Esquire Bank in the amount of the Proceeds and to deliver such payment to the address set forth below for Esquire Bank. You are further instructed and acknowledge that any distribution made to Claimant or any third party of Claimant prior to satisfying Esquire Bank's Lender's lien as set forth above shall act as a violation of this Notice of Lien and shall result in you being held legally liable for damages and attorney fees, in addition to any losses suffered by Esquire Bank Lender hereunder.

Payment of the Proceeds must be delivered as follows:

Esquire Bank
320 Old Country Road
Garden City, New York 11530
Attn: Lending Department
Tax I.D. No. 34-2065079

Claimant:

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

Address: [REDACTED]

Address: [REDACTED]

[REDACTED] 7/19/17
By: _____ Date

[REDACTED] 7/20/17
Address: [REDACTED]
Address: [REDACTED]
By: _____ Date

Lender:

Esquire Bank
100 Jericho Quadrangle, Suite 100
Jericho, NY 11753

Client Initial [REDACTED]

By: _____ Date

Loan # 1150001160



(800) 996-0213
www.esquirebank.com

100 Jericho Quadrangle Suite 100
 Jericho, NY 11753

Borrower

Loan Number

Borrower Address

Date July 11, 2017

Loan Closing Instructions

Assuming your loan is approved by Esquire Bank, please indicate below how you would prefer to receive your loan proceeds. Following the completion of all underwriting, approval and closing requirements, the funds will be forwarded as described below. Any changes to your selection must be communicated to Esquire Bank no later than the third day prior to funding. Please note the bank account must be in your name.

Please fund my loan by (Please select one method):

- 1) ☐ Cashier Check ☐ Mail ☐ Picked up by me in person at an Esquire Branch
 If by Mail, please mail to my home address as stated above, or my new home address as follows:

Home Address

OR

- 2) ☒ Wire Transfer as follows:

Account Holder Name(s)

Name of Bank

Branch Address

Branch Phone #

*ABA Wire #

*Please confirm the #
with your Bank

Account #

Account Type

☐ Checking

☒ Savings

Borrower's Signature

1150001160



Rev. 6/2016

FACTS	WHAT DOES ESQUIRE BANK DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security Number and income • Account balances and transaction history • Credit history and credit scores <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday businesses. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Esquire Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Esquire Bank share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions? Call 800-996-0213 go to www.esquirebank.com

Page 2

Who We Are	
Who is providing this notice?	Esquire Bank.
What We Do	
How does Esquire Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Our employees are trained on the importance of <u>maintaining the confidentiality of customer information.</u>
How does Esquire Bank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Open an account or deposit money • Pay your bills or apply for a loan • Use your credit or debit card <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Esquire Bank does not share with our affiliates.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Esquire Bank does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partners include insurance and financial service companies.</i>

COMP-005 rev 6/2016

DS



100 Jericho Quadrangle, Suite 100
Jericho, NY 11753
800.996.0213

[REDACTED]
[REDACTED]
[REDACTED]

Loan Number [REDACTED]
Date July 11, 2017

Dear [REDACTED]

Thank you again for choosing Esquire Bank for your financing needs. Your application has been approved and we will now start the process to close your loan. Included in this loan package are the following:

- Post Settlement Loan Note & Security Agreement
 - To be signed and notarized by yourself and your Power of Attorney agent
- Term Page
- Itemization
 - Including Lenders / Liens / Judgments to be paid
- Wire Instruction Form
 - Please verify the wire instructions for your account with your bankers
- Spousal / Family Consent
- Survey
- Privacy Notice

Please review all pages for accuracy and initial each page at the lower right hand corner. Once completed, the original loan package is to be returned to:

Esquire Bank
100 Jericho Quadrangle, Suite 100
Jericho, NY 11752
Attention: Consumer Lending

Once the original package is returned to our offices, we will then complete the closing process and notify you once your loan is to be funded. Should you have any questions regarding this matter, or any of the information contained herein, please feel free to contact Esquire Bank directly at 212.286.3030 or via facsimile at 212.286.9052.

Sincerely,

Esquire Bank
Consumer Lending



(800) 996-0213
www.esquirebank.com

100 Jericho Quadrangle, Suite 100
 Jericho, NY 11753

ATTORNEY ACKNOWLEDGEMENT

Borrower: [REDACTED]

The undersigned is the attorney of record in the below captioned case.

I acknowledge the existence of Esquire Bank's loan to Borrower (if funded) and that such loan is based on the settlement proceeds and information set forth below, and further acknowledge notice of the fact that Borrower has granted Esquire Bank a Security Interest and Lien in the proceeds of the below captioned case as a consequence of Borrower's Loan Note & Security Agreement with Esquire Bank.

I acknowledge that pursuant to the Loan Note & Security Agreement, Borrower has directed that a portion of his or her proceeds be paid to Esquire Bank to satisfy a loan. I further acknowledge that I will honor the terms of the Loan Note & Security Agreement.

In addition, I know of no other lien in this case as a result of funding similar in nature to Esquire Bank with priority over Esquire Bank's lien that will remain after funding of the Esquire Bank loan to Borrower, except as noted in the Itemization of Amount Financed, and I acknowledge that Borrower's Loan Note & Security Agreement prohibits the Borrower from creating any other liens resulting from funding similar in nature to Esquire Bank.

Prior to making any distribution to Borrower, I will contact Esquire Bank to ascertain the amount due Esquire Bank and will not pay any portion of Borrower's settlement proceeds to Borrower or on Borrower's behalf (other than attorney's fees and disbursements for this case and any prior liens) until Esquire Bank's lien is satisfied in full, unless Esquire Bank has received all amounts it is due (as determined by Esquire Bank) directly from the NFL Concussion Settlement Administrator, in which case this firm's obligation to make payment to Esquire Bank hereunder shall be extinguished.

Unless payment of all amounts due Esquire Bank (as determined by Esquire Bank) is made to Esquire Bank, I understand that marking a check or accompanying letter to the effect of a release of claim or "in full satisfaction", will not have a legal effect and that Esquire Bank is authorized to deposit said check without prejudice to its rights to collect payment in full.

The undersigned represents that this case has settled but I have not yet received the settlement proceeds into my escrow account:

[REDACTED] vs the National Football League Player's Concussion Litigation
 NFL Registration # [REDACTED]

I further acknowledge that the following information provided by my firm to Esquire Bank is true and accurate to the best of my knowledge:

Gross Award		\$888,000
Attorney Fees	-10.0%	(88,800)
MDL Assessment	0.0%	0
Advances Costs & Expenses	-1.1%	(10,000)
Medical Expenses	-15.0%	(133,200)
Worker Comps Liens / Other Liens	0.0%	0
Structured Settlement	0.0%	0
Advanced to Client to Date	0.0%	0
NET PROCEEDS TO BORROWER		656,000
EB Existing Loan		0
EB Existing Loan		0
EB Existing Loan		0
Proposed Loan		77,310
Total Loans To Esquire		77,310

Attorney Signature

Date

Print Name:

Craig Mitnick Law Office
 35 Kings Highway East
 Haddonfield, NJ 08033

1150001160



ESQUIRE BANK

Early Access Loan Program Client Survey Questionnaire

Client's Name: [REDACTED]
 Law Firm: Craig Mitnick Law Office
 Esquire Contact Person: Betty Aquino
 Date: July 20, 2017

1 = Very Dissatisfied 2 = Somewhat Dissatisfied 3 = Neutral 4 = Somewhat Satisfied 5 = Very Satisfied

1. How would you rate your overall experience with Esquire Bank? (circle one)

1 2 3 4 5

2. The timeliness to process your loan once receiving notification of approval? (circle one)

1 2 3 4 5

3. Competency and professionalism of the staff member (s) involved? (circle one) →

1 2 3 4 5

+++ Having Betty Aquino as our loan officer was a blessing! Betty represents class, professionalism, and compassion. We are truly thankful that it was Betty who walked us through the process. Ms. Aquino is an asset to Esquire Bank.

Words cannot describe the relief it will bring to our family while waiting for this lengthy case to end.

Thank you again, and God Bless!

[REDACTED]



ESQUIRE BANK

[Signature]

SPOUSAL CONSENT

THIS SPOUSAL CONSENT (this "Consent") is made by [REDACTED] the spouse of [REDACTED] "Borrower"), for the benefit of Esquire Bank, National Association ("Lender").

WHEREAS, Lender is making a \$ 77,310 loan to Borrower (the "Loan") and in connection with the Loan, Borrower intends to execute that certain Note ("Note"), secured by, among other things, the Security Agreement ("Security Agreement"), granting a security interest to Lender in Borrower's interest in and lien on all right, title and interest of Borrower, whether now owned or hereafter acquired, created or existing, in and to that certain lawsuit captioned "In Re National Football League Concussion Litigation" filed under case number Civil No 2:12-MD 02323-AB in the United States District Court in the Eastern District of Pennsylvania (the "Lawsuit"), in which Borrower is a participant/claimant (the Note, the Security Agreement and all other related documents executed or delivered by or on behalf of Borrower, collectively, the "Loan Documents");

NOW; THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, intending to be legally bound, does hereby agree as follows:

1. The undersigned hereby acknowledges and consents to Borrower's execution and delivery of the Loan Documents, and to the consummation of the transaction(s) contemplated thereby, including, without limitation, the encumbrance of Borrower's interest in the Lawsuit and the repayment of the Loan from the settlement proceeds of the Lawsuit.
2. The undersigned has been given the opportunity to review this Consent with competent, independent attorneys, tax and financial advisors of the undersigned's own choosing.
3. The undersigned is executing this Consent of her own free will and volition and is not under any duress or influence in connection with the execution of this Consent.
4. The undersigned confirms that the Borrower has the mental capacity to apply for and obtain the Loan and that the Loan is in the Borrower's best interest.
5. The undersigned hereby consents to the Loan and hereby waives any objection to the granting of the Loan.

IN WITNESS WHEREOF, the undersigned has executed this Consent on this 20 day of July, 2017.

STATE OF Washington,)
COUNTY OF King) SS.:

On the 20th day of July in the year 2017 before me, the undersigned, personally appeared [REDACTED], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[REDACTED]
Notary Public

NOTARY PUBLIC
STATE OF WASHINGTON
MIKI SHIMIZU
My Appointment Expires
JANUARY 04, 2018

Personal Online Banking Agreement



Section A: Client Information (Signer 1) —PLEASE PRINT CLEARLY

Customer Name [REDACTED]

Address [REDACTED]

Home Telephone Number [REDACTED]

Cell Number [REDACTED]

Email Address [REDACTED]

CIF Key [REDACTED]

Social Security # [REDACTED]

User Group [REDACTED]

Desired Login Name (Minimum 6 Characters) [REDACTED]

Section A: Client Information (Signer 2) —PLEASE PRINT CLEARLY

Customer Name [REDACTED]

Address 17108 NE 83rd Court, Redmond WA 98052

Home Telephone Number [REDACTED]

Cell Number [REDACTED]

Email Address [REDACTED]

CIF Key [REDACTED]

Social Security # [REDACTED]

User Group [REDACTED]

Desired Login Name (Minimum 6 Characters) [REDACTED]

Section B: Accounts to be added to Online Banking

SIGNER 1	SIGNER 2

Client Agreement and Authorization

By signing below, I represent and certify that I am a signer on the account listed in Section A and I have full authority to enter into this agreement as specified herein.

- I am enrolling into Esquire Bank's Online Banking as indicated on this enrollment form and I agree to and will comply with the Esquire Bank's Online Banking Agreement and other agreements governing the accounts and services used within Esquire Bank Online.
- I understand that as user designated in Section A, I will have the following capabilities with respect to the accounts listed in Section B
 - Unlimited access to: 1) view balances, information reporting, check images, statements; 2) create and execute any financial transaction permissible through the Esquire Bank Online system including internal transfers & bill payments for any available amount on any linked account 3) submit stop payment requests.

Authorized Signature: [REDACTED]

Date: 7/20/17

BANK USE ONLY:

RM /CSR: _____

INMO Submission: ☐ Yes ☐ No

Date Received: _____

Processed By: _____

**ESQUIRE® BANK**

(800) 996-0213

www.esquirebank.com

Client Information Application

COMPLETE ALL FIELDS OF THE APPLICATION. PLEASE PRINT CLEARLY. BY SUBMITTING THIS APPLICATION I CONFIRM THAT THE INFORMATION PROVIDED IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Personal Information

First

Middle

Last

Date of Birth

MM / DD / YYYY

Social Security Number

Citizenship:



U.S.



Permanent Resident Alien



Non-Permanent Resident Alien

Country of Citizenship

USA

Home Address (Do not use P.O. Box, U.S. address only)

Have you been at this address for more than 2 years?



Yes



No

Street

Apt #

City

State

Zip

Home Phone ()

Mobile Phone ()

Business Phone ()

Ext.

If less than 2 years at current address, provide previous home address:¹

Street

Apt #

City

State

Zip

Identification - Two forms required

Primary ID

Identification #1

DRIVERS LICENSE

ID #

Effective Date

MM / DD / YYYY

Expiration Date

MM / DD / YYYY

Identification #2

SOCIAL SECURITY CARD

ID #

Effective Date

NA / NA / NA

Expiration Date

NA / NA / NA

For Security Purposes (Please complete this section, as we may ask these questions when you call in for information on your account.)

Mother's

Maiden Name

First School

Attended

Email

INFORMATION ABOUT YOUR EMPLOYMENT

Employment Status (Check one)

Employed



Self-Employed > NOT EMPLOYED NFL DISABILITY/PENSION AND SOCIAL SECURITY DISABILITY <

Occupation Retired/Disabled

Start Date 11 / 2003

MM / YYYY

Employer N/A

Street

Suite / Floor #

City

State

Zip

Main Number ()

Direct Number ()

If less than 2 years with current employer, provide:¹ Start Date

MM / YYYY

Employer

End Date

MM / YYYY

Street

Suite / Floor #

City

State

Zip

DJ

Date 7/24/17 Personal Account Application  **ESQUIRE BANK**

<input checked="" type="checkbox"/> New Customer Account Number: <u> </u>		<input checked="" type="checkbox"/> Existing Customer Account Type: <u> </u>	
Check appropriate box: <input checked="" type="radio"/> Individual <input type="radio"/> Joint <input type="radio"/> Other		<input type="radio"/> Exempt from backup withholding <input type="radio"/> Exemption from FATCA reporting code (if any)	
Account Type: <input checked="" type="radio"/> Personal Checking <input type="radio"/> CD <input type="radio"/> MMA <input type="radio"/> Savings		<input type="radio"/> Overdraft Protection <input type="radio"/> IRA <input type="radio"/> CDARS	
Account Title: <u> </u>		Account Title: <u> </u>	
Address: <u> </u>		State: <u> </u>	
City: <u> </u>		Zip Code: <u> </u>	
1. <u> </u>		TAX ID NUMBER: <u> </u>	
2. <u> </u>		SIGNER: <u> </u>	
3. <u> </u>		Zip Code: <u> </u>	
4. <u> </u>		TAX ID NUMBER: <u> </u>	

By signing below, I: (1) certify my tax status; (2) accept the terms described on the reverse side; and (3) agree to be bound by any agreement governing any account opened in the title indicated on this card.

TAX CERTIFICATION: Under penalties of perjury, I certify that: (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. citizen or other U.S. person. Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: An individual who is a U.S. citizen or U.S. resident alien; A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, an estate (other than a foreign estate), or A domestic trust (as defined in Regulations section 301.7701-7), and (4) The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature Signer 1	Date
Signature Signer 2	Date
Signature Signer 3	Date
Signature Signer 4	Date

Terms

By signing the reverse side of this card, I authorize Esquire Bank ("you") to accept instructions from me to open/close accounts, apply for credit and request services, without my further original signature. You may accept my oral or electronic instructions with the same effect as if I had signed them. I agree to follow your security procedures and to provide my signature upon request. You may at any time refuse to accept such instructions and for service you to record and monitor my telephone calls as evidence of my instructions and for service quality purposes. In addition, I authorize you to obtain a consumer report in connection with the application, update or renewal of any loan or deposit account I apply for and I understand that you may obtain such reports. I also authorize you to use these consumer reports to consider me for other programs with Esquire Bank. Upon request, you will inform me if a consumer report has been obtained and will give me the name and address of the agency furnishing the report.

NRA Certification Notice

Foreign persons who receive certain types of income must provide IRS Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding) or a substitute Form W-8BEN to: (1) Establish that you are a foreign person; (2) Claim that you are the beneficial owner of the income for which Form W-8BEN is being provided; and (3) If applicable, claim a reduced rate of, or exemption from, withholding as a resident of a foreign country with which the United States has an income tax treaty. For Estates and Trusts see Form W-8BEN and related instructions and Form W-8IMV and related instructions.

If you are a Foreign Person (individual), initial here _____ and complete IRS Form W-8BEN or substitute Form W-8BEN. NOTE: If one owner of the account(s) is a U.S. Person, that person's name and SSN will be used for U.S. Tax Reporting and withholding (if applicable) purposes.

Important Information About Opening a New Account at Esquire Bank

To help the United States Government fight terrorism and money laundering, Federal law requires us to obtain, verify, and record information that identifies each person that opens an account. What this means for: when you open an account, we will ask you for your name, a street address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents that will allow us to identify you. We appreciate your cooperation.

For Bank Use Only

For each signer who is not a U.S. citizen you must note his/her responses when asked if they are a public figure or a related individual. Check the box that applies to each signer (indicate yes or no for each) and place your initials to the right.

Signer 1 ☐ Yes ☐ No Signer 2 ☐ Yes ☐ No Signer 3 ☐ Yes ☐ No Signer 4 ☐ Yes ☐ No Associate's Initials _____

Location: _____

ECash: _____

Debit Card: _____



Thursday, April 26, 2018 at 2:35:03 PM Eastern Daylight Time

Subject: RE: Thanks Shirley [REDACTED] - URGENT!!! Esquire Medical Records request Betty Aquino
Date: Thursday, June 8, 2017 at 5:30:08 PM Eastern Daylight Time
From: [REDACTED]
To: Shirley Genay
CC: [REDACTED]
Attachments: image001.png, image002.png

Shirley. Thank you so much this is so much needed and having you there means so much for us. I know that you really do a
Care and that is priceless.

Warm regards,

[REDACTED]

Get [Outlook for Android](#)

From: Shirley Genay <shirley@mitnicklegal.com>
Sent: Thursday, June 8, 2017 6:36:06 AM
To: [REDACTED]
Subject: RE: [REDACTED] - URGENT!!! Esquire Medical Records request Betty Aquino

Good morning [REDACTED] As you can see, we just got the Attorney Worksheet. I will have Mr. Mitnick complete, sign and get back to Esquire Bank tomorrow, he will be out of the office today. Also, I will get to Betty Aquino your medical records. I should be able to email them to her, however, if they are too big to attach to the email, I will send via overnight mail to her so that she has them tomorrow. I know that you are under a time crunch and will get the records to her ASAP and will do our best to make this happen for you!
Shirley

From: [REDACTED] [mailto:[REDACTED]]
Sent: Wednesday, June 7, 2017 8:18 PM
To: Shirley Genay <shirley@mitnicklegal.com>; [REDACTED] <[REDACTED]@msn.com>
Subject: Re: [REDACTED] - URGENT!!! Esquire Medical Records request Betty Aquino

Shirley,

Thanks so much for your help with Esquire Bank,

Betty Aquino is the best I have really enjoyed speaking with her and can not thank Craig and you for making this happen.

She as you know is **asking for the Medical Records from you**. Im not sure if you have already did sent them but if you could would you send them out to tomorrow again via fax to her if you would please.

If you have them in a JPEG or PDF file if you could email it to me I would appreciate it when you have time for that.

Shirley we are in a bind and have to move out of our home in less than 2 weeks and we don't have the funds needed to make such a move so we are very nervous and hoping that Betty can get a quick turn around on the loan.

She said the **medical files review alone would take a week** to do and Im sure it may take another 2 weeks for the rest but maybe it will finish before that.

. But you have made us feel blessed that there is a feeling that things will work out.

I will try to call you first thing in the morning and see if you got my message. if you get it before I call just email and let me know.

Warm Regards,

[REDACTED] and Sandra Ivin

From: Betty Aquino <Betty.Aquino@esqbank.com>
Sent: Wednesday, June 7, 2017 3:26 PM
To: Shirley Genay
Cc: [REDACTED]; Antonella D'Alessio
Subject: RE: [REDACTED] Worksheet

Please complete the date of diagnosis as I don't have the medical records

From: Betty Aquino
Sent: Wednesday, June 07, 2017 6:04 PM
To: 'Shirley Genay' <shirley@mitnicklegal.com>
Cc: [REDACTED] <[\[REDACTED\]@mitnicklegal.com](mailto:[REDACTED]@mitnicklegal.com)>; Antonella D'Alessio <Antonella.DAlessio@esqbank.com>
Subject: RE: [REDACTED] - Worksheet

Hi Shirley

Longtime my good friend!

I've attached the worksheet for [REDACTED] for your review. Secondly, can you please provide his medical records.

Thanks

From: Shirley Genay [<mailto:shirley@mitnicklegal.com>]
Sent: Friday, May 12, 2017 2:07 PM
To: Betty Aquino <Betty.Aquino@esqbank.com>
Subject: [REDACTED]

Good afternoon Betty! Hope all is well with you. Per your conversation with Craig earlier today, attached hereto please find copy of the completed Diagnosing Physician Certification Form (DPC) that has been completed by [REDACTED] diagnosing physician, Dr. [REDACTED] along with Dr. [REDACTED] report dated April 6, 2015. This is the actual completed form that will be submitted to the NFL Concussion Settlement claims administrator. Would you kindly contact Mr. [REDACTED] with regard to a potential funding with Esquire Bank. Thank you and have a great weekend!

Shirley J. Genay

Executive Assistant to Craig R. Mitnick, Esquire

Director Litigation & NFL Claims Resolution

MITNICK LAW OFFICE, LLC

35 Kings Highway East, Suite 206

Haddonfield, NJ 08033

p.856.427.9000 x200

p.1.877.MITNICK

f.856.429.2438



Please consider the environment before printing this email.

Confidentiality Notice: The information contained in this e-mail and any attachments are privileged, confidential and protected from disclosure. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or duplication of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately and delete it from any drives or storage media and destroy any printouts of the e-mail and attachment.

Please Note: Emails sent to this address may be read by a designated Esquire Bank employee.

Friday, April 20, 2018 at 11:55:38 AM Eastern Daylight Time

Subject: Re: Esquire Bank funding Darrell Irvin
Date: Friday, July 7, 2017 at 6:36:05 PM Eastern Daylight Time
From: Darrell and Sandra Irvin
To: Shirley Genay, [REDACTED]
CC: Craig Mitnick
Attachments: image005.png, image006.png

Shirley,

I wanted to know if you ever spoke to Betty at Esquire and if you resubmitted the work sheet for them using the Dementia category. I have been in contact with her regularly and I have submitted other documents and Betty said she she wanted to wrap this up at the end of this week or very shortly the next week. I want to thank Craig and you for your help for our family as well. I feel comforted that you did what was needed to help us with Esquire. Let me know when you can, Have a good weekend.

God Bless,

[REDACTED]

From: Shirley Genay <shirley@mitnicklegal.com>
Sent: Friday, June 23, 2017 2:49 PM
To: [REDACTED]
Cc: Craig Mitnick
Subject: Esquire Bank funding

Hello [REDACTED] I wanted to let you know that Craig spoke directly with Betty at Esquire Bank today and the Bank's neurologist, Dr. Hausknecht, that reviewed your medical records and claim. The Bank doesn't see any imaging studies in the records from Dr. [REDACTED] or Dr. [REDACTED] to support the diagnose of Alzheimer's and they act very conservatively. We have reached out to Dr. [REDACTED] to discuss with him and to see if he had any diagnostic tests or imaging studies and we are awaiting a return call. We will certainly reach out to you as soon as we have additional information. Thank you!

Shirley J. Genay
Executive Assistant to Craig R. Mitnick, Esquire
Director Litigation & NFL Claims Resolution
MITNICK LAW OFFICE, LLC
35 Kings Highway East, Suite 206
Haddonfield, NJ 08033
p.856.427.9000 x200
p.1.877.MITNICK
f.856.429.2438

